

20.00
ITEL

September 15, 1980

No. 0-260A057
Date SEP 16 1980
Fee \$ 20.00

RECORDATION NO. 8819-0 Filed 1425

SEP 16 1980 -1 35 PM

INTERSTATE COMMERCE COMMISSION

Rail Division

ICC Washington, D. C. Two Embarcadero Center

San Francisco, California 94111

(415) 955-9090

Telex 34234

(3) Mrs. Lee
please file this third.

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Amendment No. I made as of August 29, 1980 to that Sublease Agreement made as of August 29, 1980 between McCloud River Railroad Company and Sierra Railroad Company

Dear Ms. Mergenovich:

file under → Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith, on behalf of Itel Corporation, Rail Division, for filing and recordation, as an additional filing under Recordation No. 8819, which was recorded on May 11, 1977 at 1:15 p.m., four (4) counterparts of the following document:

Amendment No. I as of August 29, 1980 to that Sublease Agreement made as of August 29, 1980 between McCloud River Railroad Company and Sierra Railroad Company

The names and addresses of the parties to the aforementioned document are:

1. Itel Corporation, Rail Division
Two Embarcadero Center
San Francisco, CA 94111
2. McCloud River Railroad Company
P.O. Drawer A
McCloud, CA 96057
3. Sierra Railroad Company
2143 Mono Way
Sonora, CA 95370

Cross index under → Please cross-index the above referenced document with the following document, which is filed under Recordation No. 8781:

Equipment Trust Agreement, dated as of March 15, 1977 between First Security Bank of Utah, N.A., as Trustee, and Itel Corporation.

The equipment covered by Amendment No. I is One Hundred (100) 70-ton boxcars (AAR mechanical designation XM; 50'6" in length), marked SERA 4500 through and including SERA 4599.

Clifford R. Austin
John Austin

ITEL

Rail Division

Ms. Agatha Mergenovich
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Enclosed also is a check for 10.00 for the required recordation and a check for \$10.00 for the cross-indexing fee.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be delivered to the bearer of this letter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Patricia Salas Pineda".

Patricia Salas Pineda
Counsel

PSP/rcs

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 (the "Amendment") made as of August 29, 1980 between MCCLOUD RIVER RAILROAD COMPANY, a California corporation, ("Lessor"), as Lessor and SIERRA RAILROAD COMPANY, a California corporation ("Lessee"), as Lessee, to that certain Sublease Agreement made as of August 29, 1980 (the "Sublease") between Lessor and Lessee.

W I T N E S S E T H:

RECORDATION NO. 9817 Filed 1425

WHEREAS, Lessor and Lessee are parties to the Sublease;

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NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties hereto agree to amend the Sublease as follows:

1. All terms defined in the Sublease shall have their defined meanings when used in this Amendment.

2. Section 6 shall be modified by the addition of the following:

"F. Upon execution of the Sublease, the Boxcars are subject to the rates prescribed in the Code of Car Hire Service Rules and Interpretations-Freight. If, at any time during the Initial Term or any Extended Terms of the Sublease, either Lessor or Lessee possesses or acquires the right under any Interstate Commerce Commission regulation or order to make any rate change or changes ("Rate Change") from any of the existing Boxcar rates prescribed in the Code of Car Hire Service Rules and Interpretations-Freight, Lessor and Lessee agree that the written consent of the other party shall be obtained before any Rate Change is made, whether such Rate Change alters the rates prescribed in the Code of Car Hire Service Rules and Interpretations-Freight or any previously agreed upon rate. Any Rate Change made by Lessee without the prior written consent of the Lessor shall constitute an Event of Default."

3. Section 8.A. shall be modified by the addition of the following subsection:

"(vii) Any Rate Change made by Lessee without the prior written consent of Lessor."

4. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.

5. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

MCCLOUD RIVER RAILROAD
COMPANY

By: W. J. Hensco

Title: President

Date: September 9, 1980

SIERRA RAILROAD COMPANY

By: Paula Lock

Title: President

Date: August 29, 1980

ACKNOWLEDGEMENT AND CONSENT

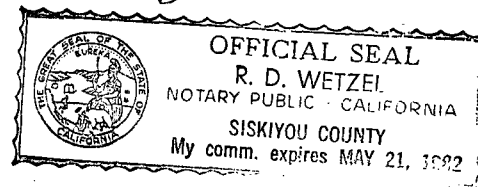
Carl M. Thyl
Intel Corporation, Rail Division

Date: September 10, 1980

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) ss:


On this 9th day of September, 1980, before me personally appeared
William J. Herndon, to me personally known, who being
by me duly sworn says that such person is President of McCloud River
Railroad Company, that the foregoing Amendment No. 1 was signed on behalf of said
corporation by authority of its board of directors, and such person acknowledged that
the execution of the foregoing instrument was the free act and deed of said corporation.

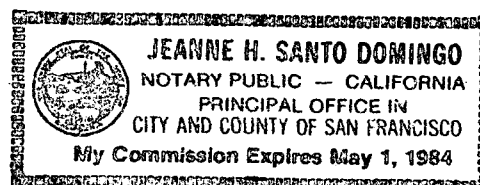

Notary Public



STATE OF California)
)
COUNTY OF San Francisco) ss:

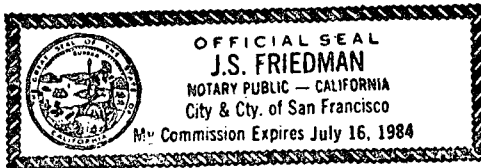
On this 4th day of September, 1980, before me personally appeared
Charles Crocker, to me personally known, who being
by me duly sworn says that such person is President of Sierra
Railroad Company, that the foregoing Amendment No. 1 was signed on behalf of said
corporation by authority of its board of directors, and such person acknowledged that
the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public



STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) ss:

On this 12th day of September, 1980, before me personally appeared
Carl N. Taylor, to me personally known, who being
by me duly sworn says that such person is President of Itel Corporation,
Rail Division, that the foregoing Amendment No. 1 was signed on behalf of said
corporation by authority of its board of directors, and such person acknowledged that
the execution of the foregoing instrument was the free act and deed of said corporation.



J.S. Friedman
Notary Public